

EXHIBIT A

POWER PURCHASE AND SALE AGREEMENT

This Power Purchase and Sale Agreement (“Agreement”) is made as of June 30, 2017 (“Effective Date”) by and between Portland General Electric Company, an Oregon corporation (“Buyer”) and City of Portland, an Oregon municipality (“Seller”). For purposes of this Agreement, Buyer and Seller may each be referred to as a “Party” or collectively as the “Parties.”

WHEREAS, Seller owns, operates and maintains a hydroelectric facility for generation of electric power located in Clackamas County and Multnomah County, Oregon with a nameplate capacity rating of 36 MW which is directly interconnected to Buyer (the “Project”); and

WHEREAS, Buyer desires to purchase from Seller the power that is generated by the Project.

NOW THEREFORE, for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties mutually agree to the following:

ARTICLE 1 GENERAL DEFINITIONS

1.1 “Affiliate” means, with respect to any person, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person. For this purpose, “control” means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

1.2 “Agreement” has the meaning set forth in the preamble and in Article 10.8.

1.3 “Ancillary Services” means any of the services identified by the Transmission Provider in its transmission tariff as “ancillary services” including, but not limited to, energy imbalance services, generation imbalance services, regulation and frequency response services, reactive supply services, voltage control services, inadvertent energy flow services, control area services, system integration services, operating spinning reserve services, and operating supplemental reserve services.

1.4 “Applicable Law” means all legally binding constitutions, treaties, statutes, laws, ordinances, rules, regulations, orders, interpretations, licenses, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority that apply to any one or both of the Parties or the terms hereof.

1.5 “As-Available Energy” means the carbon free Energy produced by the Project, metered net of all Project losses and station service and delivered directly to the Delivery Point in excess of the hourly amount specified in the Feasible Specified Amount Schedule.

1.6 “Availability_{PHP}” is defined in Section 3.2.

1.7 “Bankrupt” means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action

under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it and such petition filed or commenced against it is not dismissed within ninety (90) days of such filing or commencement, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

1.8 “Balancing Authority” means Portland General Electric’s functionally separated Transmission function or such other entity that may be or becomes responsible for maintaining the load-interchange-generation balance within the balancing area in which the Project is located.

1.9 “Base Hours” is defined as the total number of hours in each calendar year (8,760 or 8,784 for leap year).

1.10 “Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. PPT.

1.11 “Buyer” means Portland General Electric Company’s functionally separated Merchant function.

1.12 “Claiming Party” has the meaning set forth in Section 10.15.

1.13 “Claims” means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, court costs, and all reasonable expenses but excluding attorneys’ fees, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

1.14 “Costs” means any brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by a Party in entering into new arrangements to either purchase (in the case of the Buyer) or to sell (in the case of the Seller) Energy that would have otherwise been purchased and sold pursuant to this Agreement but for the material non-performance of the other Party; and all reasonable expenses but excluding attorneys’ fees, incurred by the Non-Defaulting Party in connection with the termination of this Agreement.

1.15 “Credit Rating” means (1) with respect to the Seller: (i) the current ratings issued or maintained by Moody’s, S&P, or Fitch with respect to the Seller’s unlimited tax general obligation bonds not supported by third party credit enhancements; or (2) with respect to the Buyer or other corporate entity: (i) the current ratings issued or maintained by Moody’s, S&P, Fitch or DBRS with respect to such entity’s long-term, senior unsecured, debt obligations not supported by third party credit enhancements or, if such debt rating is not available, (ii) the current corporate credit rating by S&P and long term issuer rating by Moody’s. If such entity is a Qualified Institution, “Credit Rating” means its credit ratings issued by Moody’s, S&P, Fitch or DBRS with respect to such entity’s long-term, unsecured, deposits.

1.16 “DBRS” means DBRS, Inc. or its successor.

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1.17 “Defaulting Party” has the meaning set forth in Section 5.1.

1.18 “Delivered Energy Quantity” means the sum of the Specified Energy and As-Available Energy delivered to Buyer by Seller to the Delivery Point each hour as represented by the meter at the Dunn’s Corner Substation. The Delivered Energy Quantity shall not exceed 36 MW per hour.

1.19 “Delivery Period” shall begin on the September 1, 2017 and end on the last day and hour of the Term of this Agreement.

1.20 “Delivery Point” means the high side of the Dunn’s Corner Substation at PGE’s transmission system; unless the Parties mutually agree on an alternate Delivery Point.

1.21 “Early Termination Date” has the meaning set forth in Section 5.2.

1.22 “Effective Date” has the meaning set forth in the preamble.

1.23 “Energy” means carbon-free, three-phase, 60 cycle alternating current electric energy, expressed in megawatt hours (MWh) and rounded to the nearest tenth of a MWh, unless such granularity is not available in Buyer’s meter data system, in which case it will be rounded to the nearest MWh.

1.24 “Equitable Defenses” means any bankruptcy, insolvency, reorganization and other laws affecting creditors’ rights generally, and with regard to equitable remedies, the discretion of the court before which proceedings to obtain same may be pending.

1.25 “Event of Default” has the meaning set forth in Section 5.1.

1.26 “Feasible Specified Amount Schedule” has the meaning set forth in Section 3.12.

1.27 “FERC” means the Federal Energy Regulatory Commission or any successor government agency.

1.28 “Financial Settlement Spreadsheet” means a spreadsheet setting forth the formulae for settling payment for the Delivered Energy Quantity, further defined in Section 3.3.

1.29 “Firm Energy” means Energy that is to be scheduled (in the Feasible Specified Amount Schedule) and delivered to the Delivery Point on an uninterruptible basis.

1.30 “Fixed Prices” means the respective monthly On-Peak and Off-Peak prices per MWh to be paid by Buyer to Seller for Specified Energy scheduled in the Feasible Specified Amount Schedule and delivered during the Delivery Period as set forth in the price schedule attached to this Agreement as **Exhibit A**.

1.31 “Fitch” means Fitch Ratings, Inc. or its successor.

1.32 “Force Majeure” means an event or circumstance that prevents one Party from performing its obligations under the Agreement, which event or circumstance was not foreseeable,

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which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer's markets; (ii) Buyer's inability economically to use or resell the Product purchased hereunder; (iii) Buyer's ability to purchase Energy at a price lower than the price set forth in Article 6; (iv) either Party's inability to pay when due any amounts owed under this Agreement; and (v) Seller's ability to sell the Product at a price greater than the price set forth in Article 6. Seller may not raise a claim of Force Majeure with respect to the unavailability of Energy from the Project based on any of the following: (i) routine or scheduled maintenance of the Project; (ii) any unscheduled outage undertaken to address normal wear and tear of the Project; (iii) any outage caused by Seller's failure to design, construct, operate or maintain the Project consistent with Prudent Electrical Practices; (iv) climactic conditions, excluding catastrophic isolated events such as ice storms, mudslides, earthquakes, and forest fires; (v) financial inability to perform; (vi) changes in cost or availability of materials, equipment, or services; or (vii) strikes or labor disturbances involving the employees of Seller or any of its contractors, unless such strike or labor disturbance has a national impact making it impossible for Contractor to mitigate such strike or labor disturbance.

1.33 "Gains" means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (net of Costs), resulting from the termination of this Agreement, determined in a commercially reasonable manner.

1.34 "Generation Priority" is defined in Section 3.12(a)(i).

1.35 "Governmental Authority" means any international, national, federal, provincial, state, municipal, county, regional or local government, taxing authority, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

1.36 "Interest Rate" means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published), or (b) the maximum rate permitted by Applicable Law.

1.37 "Interest Rate on Cash Collateral" means the lesser of (i) the maximum amount allowed by Applicable Law or (ii) the Federal Funds Rate for the holding period. The "Federal Funds Rate" means the sum of the effective Federal Funds Rate, as published daily by the Federal Reserve Bank H.15 Statistical Release website for each day of the holding period, less 50 basis points (0.50). Such interest shall be calculated on the basis of the actual number of days elapsed over a year of 360 days. Notwithstanding the forgoing, in no case shall the Interest Rate on Cash Collateral be less than zero (0).

1.38 "Lack of Motive Force" means temporary lack, due to natural causes, of water. For powerhouse 1, Lack of Motive Force shall occur when the reservoir elevation is below 985 feet. For powerhouse 2, Lack of Motive Force shall occur when the reservoir elevation is below 840 feet or City's required next day outflows are less than 220 cubic feet per second. Except for the foregoing, Lack of Motive Force does not include lack of any motive force due to voluntary actions or inactions taken by Seller or Seller's affiliates.

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1.39 “Letter(s) of Credit” means one or more irrevocable, transferable, unconditional, standby Letters of Credit issued by a Qualified Institution, in an amount, form and substance reasonably acceptable to the Party in whose favor the Letter of Credit is issued. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit.

1.40 “Losses” means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any, resulting from termination of this Agreement, determined in a commercially reasonable manner.

1.41 “Market Index Disruption Event” means any of the following events: (a) the failure of the index to announce or publish necessary information; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading in the relevant options contract or commodity on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the Market Index Prices; (d) the temporary or permanent closing of any exchange acting as the index; or (e) a material change in the formula for or the method of determining the Market Index Prices.

1.42 “Market Index Prices”



1.43 “Mechanical Availability Guarantee” is defined in Section 3.2.

1.44 “Merger Event” means an entity consolidates or amalgamates with, or merges into or with, or transfers all or substantially all of its assets to another entity, and (i) the resulting, surviving or transferee entity fails, at the time of such consolidation, amalgamation, merger or transfer, to assume each and all of the obligations of such other entity hereunder including any Performance Assurance required pursuant to this Agreement, or (ii) the benefits of any Performance Assurance or credit support provided pursuant to this Agreement fail, at any time following such consolidation, amalgamation, merger or transfer, to extend to the performance of its obligations arising hereunder, or (iii) the Credit Rating of the resulting, surviving or transferee entity is not equal to or higher than that of the transferring entity, or is not at least BBB- by S&P and Baa3 by Moody’s, immediately prior to such consolidation, amalgamation, merger, or transfer.

1.45 “Moody’s” means Moody’s Investor Services, Inc. or its successor.

1.46 “Negative Price Event” has the meaning set forth in Section 3.15.

1.47 “NERC” means the North American Electric Reliability Council or any successor organization thereto.

1.48 “Net Under-delivery Damages” has the meaning set forth in Section 4.1.

1.49 “Non-Defaulting Party” has the meaning set forth in Section 5.2.

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1.50 “Off-Peak” means all hours other than On-Peak hours.

1.51 “On-Peak”

1.52 “Operational Hours_{SPHX}” or “OpHours_{SPHX}” means, for each powerhouse, the number of hours per calendar year the generator is mechanically and electrically capable of producing Energy at its Nameplate Capacity Rating, subject to Operational Parameters, regardless of its actual production. For purposes of calculating OpHours_{SPHX}, a generator shall be deemed available any hour that it is mechanically and electrically capable of producing Energy at its Nameplate Capacity Rating but does not, due to: (i) Force Majeure; (ii) a default by Buyer under this Agreement; (iii) Negative Price Event; (iv) Lack of Motive Force (including the normal amount of time required by the generating equipment to resume operations following a Lack of Motive Force); or

No more than one hour per hour of excused non-availability shall be credited to OpHours_{SPHX} (e.g., in the event a Force Majeure event occurs simultaneously as a Negative Price Event, the generator will only be deemed available for one (1) hour, rather than two (2) hours, for purposes of calculating OpHours_{SPHX}).

1.53 “Performance Assurance” means collateral posted by Seller as required by the terms of this Agreement in the form of either cash or Letter(s) of Credit, or other security reasonably acceptable to the Buyer.

1.54 “PPT” means Pacific Prevailing Time.

1.55 “Product” means each and together, Specified Energy and As-Available Energy.

1.56 “Project” shall mean that hydroelectric generation facility owned, operated and maintained by Seller in Clackamas County and Multnomah County, Oregon having a nameplate capacity rating of 36 MW.

1.57 “Project Dispatch Model” is defined in **Exhibit B**.

1.58 “Project Operating Parameters” means the performance specifications which describe the characteristics of the Project, its generating capabilities and limitations, assuming Prudent Utility Practices, under various conditions likely to occur during the Term. The Project Operating Parameters are set forth in **Exhibit C**.

1.59 “Projected Contract Costs” has the meaning set forth in Section 8.2.

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1.60 “Projected Power Replacement Costs” has the meaning set forth in Section 8.2.

1.61 “Prudent Electrical Practices” means those practices, methods, standards and acts engaged in or approved by a significant portion of the electric power industry in the WECC that at the relevant time period, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with good business practices, reliability, economy, safety and expedition, and which practices, methods, standards and acts reflect due regard for operation and maintenance standards recommended by applicable equipment suppliers and manufacturers, operational limits, and all Applicable Laws and regulations. Prudent Electrical Practices are not intended to be limited to the optimum practice, method, standard or act to the exclusion of all others, but rather to those practices, methods and acts generally acceptable or approved by a significant portion of the electric power generation industry in the relevant region, during the relevant period, as described in the immediate preceding sentence.

1.62 “Qualified Institution” means a major U.S. commercial bank, a trust company, or a U.S. branch office of a major foreign commercial bank (which is not an Affiliate of a Party) organized under the laws of the United States (or any state or political subdivision thereof) with such bank having shareholders’ equity of at least \$10 billion (U.S. Dollars) and a Credit Rating of at least A+ by S&P, A1 by Moody’s, A+ by Fitch, or A(high) by DBRS.

1.63 “Reliability Entity” may include, without limitation, NERC, WECC, the Balancing Authority, Transmission Provider, regional transmission organization, independent system operator or any other entity that has, or that may have in the future, (i) responsibility over the reliability of the bulk power system and (ii) by virtue of such responsibility the legal authority to affect the operations of the Project, and is acting in furtherance of such authority.

1.64 “Remedial Action Scheme” means an automatic protection system designed to detect abnormal or predetermined system conditions, and take corrective actions other than and/or in addition to the isolation of faulted components to maintain system reliability. Such action may include changes in demand, generation (MW and Mvar), or system configuration to maintain system stability, acceptable voltage, or power flows.

1.65 “Rolling 30-year Monthly Average_x” means the mean monthly Project generation (MWh) plus any potential Project generation (MWh) that could have been produced but was not produced pursuant to Section 3.15 due to a Negative Price Event for month X for the previous thirty (30) years, measured or calculated at the Delivery Point, which will be updated by Seller in **Exhibit D** annually at the beginning of each calendar year. **Exhibit D**, as of the Effective Date, contains Project generation between and including 1987 and 2016, to be used when determining the Rolling 30-year Monthly Average_x. The Rolling 30-year Monthly Average_x shall be computed using the most recent 30-years of data contained in **Exhibit D**.

1.66 “S&P” means the Standard & Poor’s Global Ratings (a division of McGraw-Hill, Inc.) or its successor.

1.67 “Schedule” or “Scheduling” means the actions of Seller, Buyer, the Transmission Provider and/or their designated representatives, of notifying, requesting and confirming to each

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other the quantity and type of Product to be delivered on any given day or days during the Delivery Period at the Delivery Point.

1.68 “Seller” means City of Portland.

1.69 “Settlement Amount” means the net Losses, Gains and Costs, as calculated by the Non-Defaulting Party, that each Party would incur as of an Early Termination Date designated by the Non-Defaulting Party following an Event of Default pursuant to Section 5.2.

1.70 “Specified Amount” means the amount of carbon free Firm Energy from the Project (MWh) that Seller is required to deliver to Buyer at the Delivery Point for each daily period during the Delivery Period. **Exhibit C** sets forth the daily Specified Amount for each month during the Delivery Period.

1.71 “Specified Energy” means the carbon free Firm Energy produced by the Project, metered net of all Project losses and station service, and delivered directly to the Delivery Point up to the daily Specified Amount, as scheduled in the Feasible Specified Amount Schedule.

1.72 “Tax” means any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) that is imposed by any Governmental Authority in respect of any payment under this Agreement other than a stamp, registration, documentation or similar tax.

1.73 “Term” and “Termination Date” are defined in Section 10.1.

1.74 “Trading Day” means a day in respect of which the Market Index Prices source published the relevant Market Index Prices.

1.75 “Transmission Customer” means PGE, acting in its Merchant function.

1.76 “Transmission Provider” means PGE, acting in its Transmission function, to whom Seller is directly interconnected at the Delivery Point.

1.77 “WECC” means the Western Electricity Coordinating Council or its successor organizations.

1.78 “WECC Pre-Scheduling Day” means the WECC Pre-Scheduling Day prior to the delivery day or day(s) as defined by the most recent WECC Pre-Schedule calendar. For example, if Seller pre-schedules on a Thursday, the relevant WECC Pre-Scheduling Day for that day will typically be for delivery days of Friday and Saturday.

ARTICLE TWO: THE PROJECT

2.1 Initial Specified Amount. On or before September 1 of 2017, Seller shall provide Buyer with written notice setting forth the Specified Amount for each month during the following calendar year.

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2.2 Ancillary Services.

2.3 Project Remedial Action Scheme. In the event the Project becomes subject to Transmission Provider's Remedial Action Scheme, Seller shall make necessary arrangements within six (6) months of Transmission Provider's written notice, including installing any required equipment and entering into any applicable agreements, to enable the Project to participate in such Remedial Action Scheme for Buyer's benefit.

2.4 Sale of Project Output. Seller shall sell one hundred percent (100%) of the carbon free Energy generated by the Project to Buyer, and may not sell any Energy generated by the Project to any other purchaser, unless such sale is expressly allowed by this Agreement or by Buyer in writing.

ARTICLE THREE: OBLIGATIONS AND DELIVERIES

3.1 Seller's Obligation to Establish Specified Amount. Beginning on September 1, 2017 (as set forth in Article 2.1 above), and thereafter on or before September 1 of each year during the Delivery Period, Seller shall provide Buyer with an updated version of **Exhibit D** (Specified Amount and Planned Availability) establishing the Specified Amount for each month during the following calendar year (except for any months outside the Delivery Period), based on Seller's forecast of the Project's production for such following year (net of Planned Outages conforming to the requirements of Section 3.10).

3.2 Mechanical Availability Guarantee. Seller represents and warrants that the Facility shall achieve an Availability of no less than [REDACTED] ("Mechanical Availability Guarantee").

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Annually, within 90 days of the end of each calendar year, Seller shall send to PGE a detailed written report demonstrating and providing evidence of the actual Availability for the previous calendar year. For purposes of this Section 3.2, Availability of the Facility (“Availability_{PHP}”) for any calendar year shall be calculated in accordance with the following formulae:

$$\frac{\text{[REDACTED]}}{\text{[REDACTED]}} \times \frac{\text{[REDACTED]}}{\text{[REDACTED]}}$$
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3.3 Seller Obligation to Schedule Specified Energy. Seller shall follow the procedures set forth in Section 3.12 below for delivery to Buyer at the Delivery Point the Specified Energy generated by the Project for each hour. Seller shall be responsible for Net Under-delivery Damages defined in Section 4.1 due to differences between Feasible Specified Amount Schedule and Specified Energy quantity in accordance with Section 4.1.

3.4 Seller’s Obligation to Deliver Energy. Seller shall deliver to Buyer Specified Energy for each day during the Delivery Period in an amount equal to the Specified Amount for such daily period. Seller shall be responsible for any costs or charges imposed on or associated with the Product or its receipt provided such costs or charges are imposed on the Seller’s side of the Delivery Point.

3.5 Energy Forecast. During the Delivery Period, Seller shall provide Buyer with daily and monthly rolling generation forecasts. The daily rolling generation forecast shall be delivered to Buyer seven (7) days in advance of the Pre-Schedule Day. The monthly rolling forecast shall be delivered to Buyer five (5) Business Days prior to each month following the date Seller established the Specified Amount for the upcoming year through December of the following year.

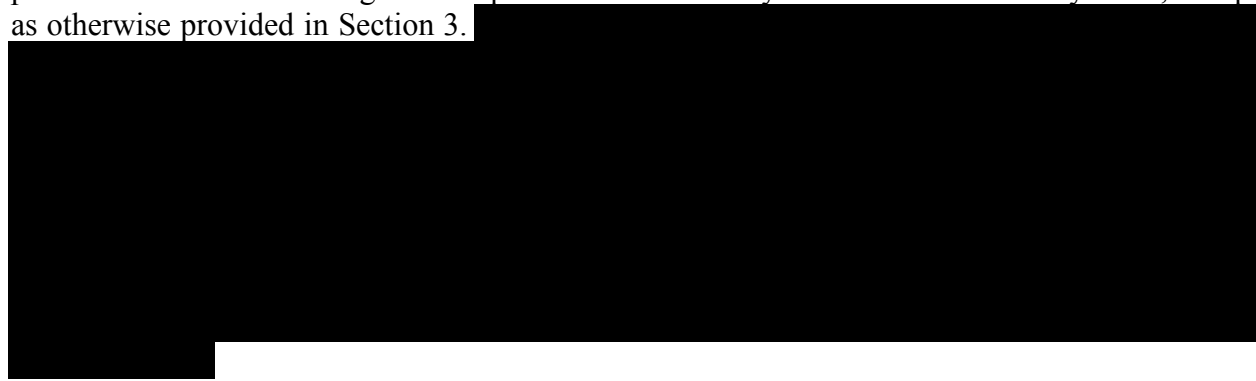
3.6 Real-Time Communications. If requested, Seller shall provide Buyer with a real-time ICCP communications link to the Project metered output. Buyer shall allow City, at City’s expense, real-time access to un-validated data from Buyer’s meter measuring the Delivered Energy Quantity for the Facility.

3.7 Metering. Buyer shall design, furnish, install, own, inspect, test, maintain and replace all metering equipment at Seller's cost. Metering shall be performed at the location and in a manner consistent with this Agreement. Buyer shall periodically inspect, test, repair and replace the metering equipment at Seller’s cost. If any of the inspections or tests discloses an error exceeding two (2%) percent of the actual energy delivery, either fast or slow, proper correction, based upon

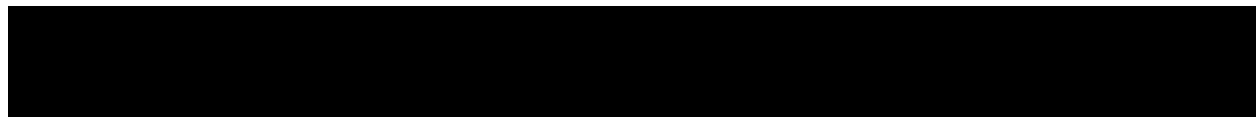

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the inaccuracy found, shall be made of previous readings for the actual period during which the metering equipment rendered inaccurate measurements if that period can be ascertained. If the actual period cannot be ascertained, the proper correction shall be made to the measurements taken during the time the metering equipment was in service since last tested, but not exceeding three (3) months, in the amount the metering equipment shall have been shown to be in error by such test. Any correction in billings or payments resulting from a correction in the meter records shall be made in the next billing or payment rendered. Such correction, when made, shall constitute full adjustment of any claim between Seller and Buyer arising out of such inaccuracy of metering equipment.


3.8 Buyer's Obligations. Buyer shall purchase and receive the Product delivered by the Seller to the Delivery Point subject to a maximum of 36 MW delivered during any hour during the Delivery Period. Buyer shall pay Seller the applicable price for all Specified Energy, and As-Available Energy delivered to the Delivery Point as set forth in Article 6. Buyer shall be responsible for any costs or charges imposed on or associated with the Product or its receipt provided such costs or charges are imposed at or on the Buyer's side of the Delivery Point, except as otherwise provided in Section 3.



3.9 Transmission and Scheduling. Buyer shall schedule deliveries, with the Transmission Provider, on behalf of and as directed by Seller in accordance with the practice of the Transmission Provider and in accordance with the scheduling procedures in Section 3.12, below. Seller is solely responsible for the accuracy of the hourly Feasible Specified Amount Schedule communicated to Buyer.



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3.10 Planned Outages. Beginning on September 1, 2017, and thereafter on or before September 1 of each year during the Delivery Period (except for the last year of the Delivery Period), Seller shall provide Buyer with an annual schedule specifying separately: (a) all planned maintenance outages; (b) other planned limitations; and (c) HCP Outages (such as late-Summer HCP requirements affecting powerhouse availability) at the Project for the upcoming calendar year that are expected to result in an outage of more than ten percent (10%) of the generating capacity of the Project for two (2) or more consecutive hours. Seller shall use commercially reasonable efforts to plan scheduled maintenance (i) to maximize the productive output of the Facility, and (ii) not to occur between October 1 and February 28. Seller may cancel, shorten, or otherwise reduce the magnitude of a scheduled outage, provided that any resulting Product delivered during the scheduled outage shall receive the lower of the Specified Energy or As-Available Energy price and Seller provides at least 5 Business Days' notice to Buyer prior to delivering Energy.

3.11 Forced Outages. Seller shall give Buyer immediate notice (within 20 minutes) of any forced or unplanned outage events at the Project if such events will curtail or adversely affect the Project capacity defined in Section 1.56, the Feasible Specified Amount Schedule, deliveries of As-Available Energy, or any Energy forecasts provided to Buyer. Such notice must include a description of the suspected cause of the outage, the impact to Project capabilities and operations, and a reasonable estimate of the duration of the outage. Seller shall provide Buyer regular and frequent updates regarding any changes of status set forth in the initial notice. Seller shall use reasonable efforts to avoid or mitigate outages, and during a Buyer system emergency, Seller shall use best efforts to avoid or mitigate outages.

3.12 Scheduling Procedures.

- (a) Seller shall comply with the following "Scheduling Procedure" during the Delivery Period:
 - (i) Buyer shall by 8:00 a.m. PPT of the customary WECC Pre-Scheduling Day for each day during the Delivery Period, communicate to Seller the preferred hours of dispatch, in priority order, for the following day(s) ("Generation Priority"). If Buyer fails to communicate the preferred hours by 8:00 a.m. PPT, Seller shall use the values specified in **Exhibit F**;
 - (ii) Seller shall calculate the hourly schedule of the daily Specified Amount, using the Project Dispatch Model that Seller shall update for

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the next days forecasted generation outflow requirement and other inputs as necessary, such that the hourly schedule maximizes expected generation according to the Generation Priority provided by Buyer subject to Project Operating Parameters. Seller shall by 1:00 p.m. PPT communicate to Buyer the hourly allocation of the Specified Amount (“Feasible Specified Amount Schedule”) and provide an electronic copy of the Project Dispatch Model, including all model assumptions, that were used to determine the Feasible Specified Amount Schedule. The daily sum of the hourly allocation of the Specified Amount that is used to generate the Feasible Specified Amount Schedule will be equal to the daily Specified Amount;

- (b) Seller shall dispatch Specified Energy in accordance with the Feasible Specified Amount Schedule, prevailing Balancing Authority and WECC provisions and protocols, and any other applicable provisions or protocols specified by Buyer. Seller shall dispatch As-Available Energy in any way that it wishes without scheduling with Buyer, subject to the Feasible Specified Amount Schedule, and any directives or orders from a Reliability Entity.
- (c) In the event that requirements or practices imposed or implemented by any Reliability Entity or Buyer’s entrance into an organized market causes Buyer’s standard scheduling practices to change after the Effective Date, the Parties shall discuss in good faith any updates that may be necessary or desirable with respect to the Scheduling Procedures contained herein. Taking such discussions into consideration, Buyer has the right but not the obligation to make updates to the Scheduling Procedures contained herein. Seller may not require Buyer to change its standard scheduling practices.
- (d) Seller shall make best efforts to enable maximum capacity available during Buyer’s preferred hours and peak load events, which are determined by the Buyer, for the scheduling and delivery of Energy according to the Scheduling Procedures herein.

3.13 Reliability Entity Curtailment. Neither Party shall be liable to the other Party if curtailment of Energy is due to the action of a Reliability Entity. In such case, the curtailment will be treated by the Parties as a Force Majeure event.

3.14 Approval for Seller to Join Organized Markets. During the Term of this Agreement, Seller shall not register as a participating resource in any energy imbalance market, independent system operator market or other organized market without prior written consent from Buyer, which consent may be granted or not granted in Buyer’s sole discretion.



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ARTICLE FOUR: REMEDIES FOR FAILURE TO DELIVER/RECEIVE

4.1 Seller Failure to Deliver Specified Energy. If, during any hour, Seller fails to deliver Specified Energy in an amount that is equal to the Feasible Specified Amount Schedule for such hour, and such failure is not excused by a Force Majeure, then Buyer shall make record of the under-delivery (“Hourly Deficiency”), the applicable hourly Market Index Price, and the Fixed Price during the hour which the Feasible Specified Amount Schedule was not delivered. [REDACTED]

4.2 Buyer Failure. If Buyer fails to accept any part of the Product that Seller is ready, willing and able to deliver to the Deliver Point consistent with the terms of this Agreement, and such failure or election is not excused by a Force Majeure or by Seller’s failure to perform, then Buyer shall owe Seller an amount for such deficiency equal to price for the Product that was not delivered as if it had been delivered multiplied by the amount of Product not delivered. Any such amount owed by the Buyer to the Seller shall be added to the calculation of the Buyer’s payment obligation for the month pursuant to Article 6.1 below. In such event of Buyer’s failure, Seller may resell such Product to a third party. In the event Seller resells to a third party the Product that Buyer fails to accept, Seller shall credit any revenue or amounts otherwise received as a result of such sale toward the amount Buyer owes Seller under this Section 4.2.

4.3. Adjustments to Specified Amount. Seller’s obligation to deliver Specified Amount shall be reduced by one (1) MWh for each MWh of Specified Energy not delivered to Buyer due to: (a) Force Majeure (including Reliability Entity curtailment pursuant to Section 3.13); (b) Seller’s suspension of deliveries pursuant to [REDACTED] or (c) Buyer’s failure to receive Specified Energy pursuant Section 4.2 (Buyer’s Failure).

ARTICLE FIVE: EVENTS OF DEFAULT; REMEDIES

5.1 Events of Default. An “Event of Default” shall mean, with respect to a Party (a “Defaulting Party”), the occurrence of any of the following:

- (a) the failure to make, when due, any payment required pursuant to this Agreement, that is not subject to a good faith dispute, if such failure is not remedied within three (3) Business Days after confirmed receipt of written notice;

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- (b) any representation or warranty made by a Party herein is false or misleading when made or when deemed made or repeated in any respect that materially adversely affects the other Party;
- (c) the failure to perform any material covenant or obligation set forth in this Agreement if the Defaulting Party does not initiate a remedy within ten (10) Business Days after written notice and thereafter diligently pursue such remedy to completion (but in no event later than ninety (90) calendar days after written notice is provided to the Defaulting Party); provided, however, that this Section shall not apply to Seller's obligation to schedule and deliver the Specified Amount of Product and to Buyer's obligation to receive and purchase the Product, the exclusive remedy for such events are provided in Article Four;
- (d) such Party becomes Bankrupt;
- (e) the failure of such Party to timely satisfy the creditworthiness/collateral requirements agreed to pursuant to Article Eight hereof if the failure continues for five (5) Business Days after written notice of the failure is given to that Party;
- (f) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement by operation of law or pursuant to an agreement reasonably satisfactory to the other Party;
- (g) during any period in which a Letter of Credit is issued on behalf of that Party, a Letter of Credit default shall have occurred upon the occurrence of any of the following events with respect to the issuer of such Letter of Credit and the event has not been remedied or an eligible replacement Letter of Credit has not been provided within [REDACTED] Business Days of written notice of the Letter of Credit default: (i) such issuer shall fail to be a Qualified Institution; (ii) such issuer shall fail to comply with or perform its obligations under such Letter of Credit; (iii) such issuer shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit; (iv) such Letter of Credit shall expire or be within thirty (30) days of its expiration date or it terminates, or shall fail or cease to be in full force and effect at any time during the term, in any such case without replacement; (v) such issuer shall become Bankrupt; or (vi) a Merger Event occurs with respect to the issuer of such Letter of Credit; provided, however, that no Letter of Credit default shall occur or be continuing in any event with respect to a Letter of Credit after the time such Letter of Credit is required to be canceled or returned to a Party in accordance with the terms of this Agreement.

- (h) Seller's failure to meet the Mechanical Availability Guarantee for the Facility set forth in Section 3.2 for two (2) out of three (3) calendar years or Seller's failure to provide any written report required by Section 3.2.

5.2 Early Termination Date and Settlement Amount. If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the Non-Defaulting Party shall have the right to: (i) designate a day, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, as an early termination date ("Early Termination Date") to calculate a Settlement Amount as described below. Additionally, in the event Seller is the Defaulting Party, Buyer may suspend further performance pursuant to Section 5.5 below. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount as of the Early Termination Date. The Gains and Losses shall be determined by calculating the amount that would be incurred or realized to replace or to provide the economic equivalent of the remaining payments or deliveries for a period of (i) five (5) years after the Early Termination Date, or (ii) time between the Early Termination Date and the original expiration date of the Agreement, whichever occurs earlier. The Non-Defaulting Party (or its agent) may determine its Gains and Losses by reference to information either available to it internally or supplied by one or more third parties including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets. Third parties supplying such information may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. The calculation of the Settlement Amount shall assume that the daily Specified Amount for future years will be the same as the daily Specified Amount for the year in which the calculation is being made.

5.3 Payment of Settlement Amount. As soon as practicable after a calculation of the Settlement Amount, written notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Settlement Amount and whether payment of the Settlement Amount is due to or due from the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such Settlement Amount. In the event that the Settlement Amount is to be paid by the Defaulting Party to the Non-Defaulting Party, payment of the Settlement Amount shall be made within thirty (30) days after such notice. In the event that the Settlement Amount is to be paid by the Non-Defaulting Party to the Defaulting Party, payment of the Settlement Amount shall be made upon the earlier to occur of: (i) such time as the Non-Defaulting Party receives confirmation satisfactory to it in its reasonable discretion (which may include an opinion of its counsel) that all other obligations of any kind whatsoever of the Defaulting Party to make any payments to the Non-Defaulting Party under this Agreement or otherwise which are due and payable as of the Early Termination Date have been fully and finally performed; or (ii) one hundred eighty (180) days after the Early Termination Date.

5.4 Disputes With Respect to Settlement Amount. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Settlement Amount, in whole or in part, the Defaulting Party shall, within ten (10) Business Days of receipt of Non-Defaulting Party's calculation of the Settlement Amount, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that if the Settlement Amount is due from the Defaulting

Party, the Defaulting Party shall first transfer Performance Assurance to the Non-Defaulting Party in an amount equal to the Settlement Amount.

5.5 Buyer Suspension of Performance. Notwithstanding any other provision of this Agreement, if an Event of Default by Seller shall have occurred and be continuing, the Buyer, upon written notice to the Seller, shall have the right (i) upon one (1) Business Days' notice to suspend future performance by both Parties under this Agreement; provided, however, in no event shall any such suspension continue for longer than ten (10) Business Days unless an Early Termination Date shall have been declared and notice thereof pursuant to Section 5.2 given, and (ii) to the extent an Event of Default shall have occurred and be continuing to exercise any remedy available at law or in equity.

ARTICLE SIX: PRICE, PAYMENT AND NETTING

6.1 Price. For each calendar month during the Delivery Period, Buyer shall pay Seller the sum of the following:

- (a) The Specified Energy delivered in accordance with the Feasible Specified Amount Schedule for each day of the month, up to the Specified Amount for such day, multiplied by the applicable Fixed Prices; and
- (b) The As-Available Energy delivered each hour [REDACTED] of the Market Index Price for each applicable hour; and
- (c) [REDACTED]

The calculation of payment is illustrated in the Financial Settlement Spreadsheet in **Exhibit E**.

6.2 Billing Period. The calendar month shall be the standard period for all payments under this Agreement (other than payment of the Settlement Amount). As soon as practicable but not more than ten (10) calendar days after the end of each month, Buyer will tender to Seller a written statement of the payment obligations, if any, incurred hereunder during the preceding month.

6.3 Timeliness of Payment. All amounts due and owing under this Agreement shall be paid on or before the twentieth (20th) day of each month or, if such day is not a Business Day, then on the next Business Day. The Party owing payment for the month will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the receiving Party. Any amounts not paid by the due date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date but excluding the date the delinquent amount is paid in full.

6.4 Disputes and Adjustments of Invoices. Buyer may, in good faith, dispute the correctness of any monthly payment amount calculated by Seller under this Agreement within twelve (12) months. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required

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to be made when due, with notice of the objection. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within ten (10) Business Days of such resolution along with interest accrued at the Interest Rate from and including the due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Article 6.4 within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

6.5 Netting of Payments. The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other for the same monthly billing period through netting, in which case all amounts owed by each Party to the other Party for the purchase and sale of the Product during the monthly billing period under this Agreement, including any related damages calculated pursuant to Article Four (unless one of the Parties elects to accelerate payment of such amounts as permitted by Article Four), interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

6.6 Payment Obligation Absent Netting. If no mutual debts or payment obligations exist and only one Party owes a debt or obligation to the other during the monthly billing period, including, but not limited to, any related damage amounts calculated pursuant to Article Four, interest, and payments or credits, that Party shall pay such sum in full when due.

6.7 Security. Unless the Party benefiting from Performance Assurance notifies the other Party in writing, and except in connection with a liquidation and termination in accordance with Article Five, all amounts netted pursuant to this Article Six shall not take into account or include any Performance Assurance which may be in effect to secure a Party's performance under this Agreement.

ARTICLE SEVEN: LIMITATIONS

Limitation of Remedies, Liability and Damages. EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES

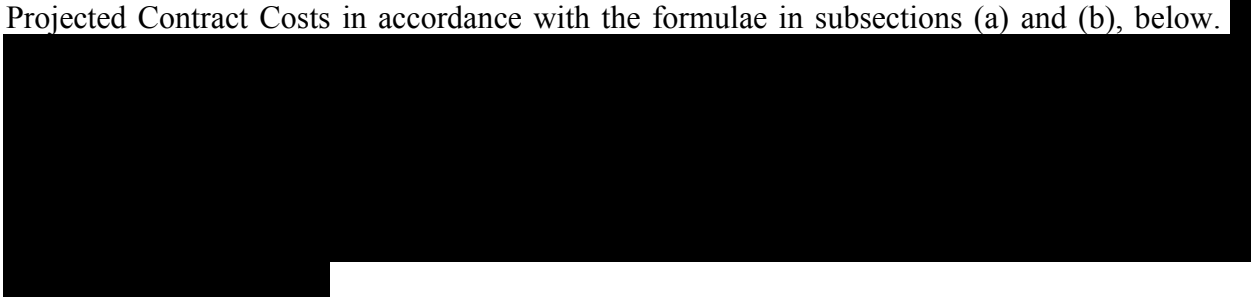
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SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE, WITH THE LIMITED EXCEPTION OF GROSS NEGLIGENCE OR WILLFULL MISCONDUCT, FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE GENERAL NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

ARTICLE EIGHT: CREDIT AND COLLATERAL REQUIREMENTS

8.1 Seller Financial Information. If requested by Buyer, Seller shall deliver: (i) a copy of Seller's annual report containing audited consolidated financial statements for such fiscal year, within ten (10) Business Days of it becoming available; and (ii) any supplemental financial information required to answer any questions related to such reports in a timely manner. In all cases the statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as Seller diligently pursues the preparation, certification and delivery of the statements.

8.2 Performance Assurance. Beginning on the Effective Date, and at the beginning of each calendar quarter thereafter, Buyer shall calculate the Projected Power Replacement Costs and the Projected Contract Costs in accordance with the formulae in subsections (a) and (b), below.



- (a) Projected Power Replacement Costs shall equal the net present value of the sum of the price curve of the future Market Index Prices for both On-Peak hours and Off-Peak hours multiplied by the Specified Amount to be delivered during such hours over the next three (3) years. The calculation of the Projected Power Replacement Costs shall assume that the daily Specified Amount for future years will be the same as the daily Specified Amount for the year in which the calculation is being made.

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- (b) Projected Contract Costs shall equal the net present value of the Fixed Prices set forth in **Exhibit A** multiplied by the Specified Amount to be delivered during such hours over the next three (3) years. The calculation of the Projected Contract Costs shall assume that the daily Specified Amount for future years will be the same as the daily Specified Amount for the year in which the calculation is being made.

The Parties shall use the Bloomberg “S23 Corp” (Bloomberg ID “YCSW0023”) interest-rate swap curve as the discount rate used to derive the net present value.

8.3 Buyer Financial Information. If requested by Seller, Buyer shall deliver (i) within 120 days following the end of each fiscal year, a copy of Buyer’s annual report containing audited consolidated financial statements for such fiscal year and (ii) within 60 days after the end of each of its first three fiscal quarters of each fiscal year, a copy of Buyer’s quarterly report containing unaudited consolidated financial statements for such fiscal quarter. Delivery of these financial statements may be achieved by Buyer making them available on Buyer’s company website or through the Securities Exchange Commission EDGAR website. In all cases the statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as Buyer diligently pursues the preparation, certification and delivery of the statements. Notwithstanding the foregoing, Buyer will not have any obligation to post any form of performance assurance with respect to this Agreement, and Seller hereby waives all implied rights relating to financial assurances arising from Section 2-609 of the Uniform Commercial Code or case law applying similar doctrines.

8.4 Interest Rate on Cash Collateral. Performance Assurance delivered by Seller in the form of cash shall bear interest at the Interest Rate on Cash Collateral and shall be calculated by Buyer and paid to Seller along with the monthly payment amount set forth in Article 6 above.

8.5 Performance Assurance is Not a Limit on Seller’s Liability. The Performance Assurance contemplated by this Article 8: (a) constitutes security for, but is not a limitation of, Seller’s obligations under this Agreement, and (b) shall not be Buyer’s exclusive remedy for Seller’s failure to perform in accordance with this Agreement.

ARTICLE NINE: GOVERNMENTAL CHARGES

9.1 Cooperation. Each Party shall use commercially reasonable efforts to implement the provisions of and to administer this Agreement in accordance with the intent of the Parties to minimize all Taxes, so long as neither Party is materially adversely affected by such efforts.

9.2 Governmental Charges. Seller shall pay or cause to be paid all Taxes imposed by any Governmental Authority (“Governmental Charges”) on or with respect to the Project or the Product arising prior to the Delivery Point. Buyer shall pay or cause to be paid all Governmental Charges on or with respect to the Product at and from the Delivery Point (other than ad valorem, franchise or income Taxes related to the sale of the Product by Seller and are, therefore, the responsibility of the Seller). In the event one Party remits or pays any Governmental Charges that are the other Party’s responsibility hereunder, the amount of such payment shall be included in the

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calculation of the next monthly net payment amount calculated by Seller pursuant to Article 6.5 above. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under the law.

ARTICLE TEN: MISCELLANEOUS

10.1 Term of Agreement. The Term of this Agreement shall commence on the Effective Date and shall end on June 30, 2032 (“the Termination Date”), unless terminated sooner in accordance with the terms of this Agreement. In no case shall the expiration of this Agreement affect or excuse the performance of either Party under any provision of this Agreement that, by its terms or by its intent, survives the expiration of the Agreement.

10.2 Representations and Warranties. As of the Effective Date, each Party represents and warrants to the other Party that:

- (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
- (b) it has or will obtain all regulatory authorizations necessary for it to legally perform its obligations under this Agreement at the time such obligations must be performed;
- (c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;
- (d) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any Equitable Defenses.
- (e) it is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt;
- (f) there is not pending or, to its knowledge, threatened against it or any of its Affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement;
- (g) no Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement;
- (h) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and

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understanding, and understands and accepts, the terms, conditions and risks of this Agreement;

- (i) to the best of its knowledge, it is a “forward contract merchant” within the meaning of the United States Bankruptcy Code;
- (j) it has entered into this Agreement in connection with the conduct of its business and it has the capacity or ability to make or take delivery of the Product;
- (k) it is a producer, processor, commercial user or merchant handling the Product, and it is entering into this Agreement for purposes related to its business as such;
- (l) the material economic terms of this Agreement are subject to individual negotiation by the Parties; and
- (m) it is not required by any Applicable Law, as modified by the practice of any relevant governmental revenue authority, of any relevant jurisdiction to make any deduction or withholding for or on account of any Tax.

10.3 Title and Risk of Loss. Title to and risk of loss related to the Product shall transfer from Seller to Buyer at the Delivery Point. Seller warrants that it will deliver to Buyer the Product free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point. Notwithstanding the forgoing, Seller may transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements.

10.4 Indemnity. Subject to the limitations and conditions of the Oregon Constitution, Article XI, Section 9 and the Oregon Tort Claims Act (ORS 30.260 to 30.300), Seller shall indemnify, defend and hold harmless Buyer from and against any Claims arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to Product is vested in Seller as provided in Section 10.3. Subject to the limitations and conditions of the Oregon Constitution, Article XI, Section 9 and the Oregon Tort Claims Act (ORS 30.260 to 30.300), Seller shall indemnify, defend and hold harmless Buyer against any Governmental Charges for which Seller is responsible under Article Nine. Buyer shall indemnify, defend and hold harmless Seller from and against any Claims arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to Product is vested in Buyer as provided in Section 10.3. Buyer shall indemnify, defend and hold harmless Seller against any Governmental Charges for which Buyer is responsible under Article Nine.

10.5 Assignment. Neither Party may assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent may be withheld in the exercise of its sole discretion; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (ii) transfer or assign this Agreement to an Affiliate of such Party whose creditworthiness is equal to or higher than that of such Party, or (iii) transfer or assign this

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Agreement to any person or entity succeeding to all or substantially all of the assets whose creditworthiness is equal to or higher than that of such Party; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such Tax and enforceability assurance as the non-transferring Party may reasonably request.

10.6 Governing Law. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW, THE FEDERAL POWER ACT, AND THE PUBLIC UTILITY REGULATORY POLICIES ACT OF 1978, AS APPLICABLE. EACH PARTY IRREVOCABLY CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF OREGON, THE U.S. DISTRICT COURT FOR THE DISTRICT OF OREGON, AND THE FEDERAL ENERGY REGULATORY COMMISSION (WHERE APPLICABLE), FOR ANY ACTION, SUIT, OR PROCEEDING IN CONNECTION WITH THE AGREEMENT. EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

10.7 Notices. All notices, requests, statements or payments shall be made as specified in **Exhibit G**. Notices (other than scheduling requests) shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service or facsimile. Notice by facsimile or hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day. Notice by overnight United States mail or courier shall be effective on the next Business Day after it was sent. A Party may change its addresses by providing notice of same in accordance herewith.

10.8 General. This Agreement (including the exhibits, schedules and any written supplements hereto), and any designated collateral, credit support or margin agreement or similar arrangement between the Parties constitute the entire agreement between the Parties relating to the subject matter. Notwithstanding the foregoing, any collateral, credit support or margin agreement or similar arrangement between the Parties shall, upon designation by the Parties, be deemed part of this Agreement and shall be incorporated herein by reference. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof. Except to the extent herein provided for, no amendment or modification to this Agreement shall be enforceable unless reduced to writing and executed by both Parties. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement). Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default. Any provision declared to be unenforceable by Governmental Authority having jurisdiction over the Agreement will not otherwise affect the remaining lawful obligations that arise under this Agreement; and provided, further, that in such case the Parties shall use their best efforts to reform this Agreement in order to give effect to the original intention of the Parties. The term “including” when used in this Agreement shall be by way of example only and shall not be considered in any

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way to be in limitation. The headings used herein are for convenience and reference purposes only. All indemnity and audit rights shall survive the termination of this Agreement for twelve (12) months. This Agreement shall be binding on each Party's successors and permitted assigns.

10.9 Audit. Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. If requested, a Party shall provide to the other Party statements evidencing the Product delivered at the Delivery Point. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the Interest Rate from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twelve (12) months from the rendition thereof, and thereafter any objection shall be deemed waived.

10.10 Forward Contract. The Parties intend that (i) this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code (the "Bankruptcy Code"); (ii) all payments made or to be made by one Party to the other Party pursuant to this Agreement constitute "settlement payments" within the meaning of the Bankruptcy Code; (iii) all transfers of Performance Assurance by one Party to the other Party under this Agreement constitute "margin payments" within the meaning of the Bankruptcy Code; and (iv) this Agreement constitutes a "master netting agreement" within the meaning of the Bankruptcy Code.

10.11 Confidentiality. Neither Party shall disclose the terms or conditions of this Agreement to a third party (other than the Party's employees, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) except to an index publisher or rating agency who has executed a confidentiality agreement with such Party or, in order to comply with any Applicable Law, including the Oregon Public Records Law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.

10.12 Change in Applicable Law. In the event that a Governmental Authority (excluding Seller) having jurisdiction over the matter finds any provision hereof to be unlawful or unenforceable, the remainder of the Agreement shall continue in full force and effect and the Parties shall use commercially reasonable efforts to mutually agree upon replacement provisions to implement the intent of the provision found to be unlawful or unenforceable.

10.13 Market Index Disruption Event. If a Market Index Disruption Event occurs that affects any provision of this Agreement that relies on the availability of the Market Index Prices, then the Market Index Prices shall be based on the first Trading Day thereafter on which no Market Index Disruption Event exists. In the event the index publisher of the Market Index Prices discontinues publishing the relevant index or the locational marginal price ("LMP"), the applicable

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and replacement successor index or LMP shall apply if such replacement successor index or LMP is established and representative of the discontinued index or LMP.

Prior to January 1, 2019, if no replacement successor index is established, then the Parties will replace the discontinued index with the [REDACTED]. In such an event, for a period of sixty (60) days after the Market Index Prices are discontinued from being published, the Parties shall negotiate in good faith to agree upon a published hourly replacement index. In the event the Parties are unable to agree on an hourly replacement index within such sixty (60) day period, the discontinued index will continue to be replaced by the [REDACTED].

After January 1, 2019, [REDACTED]. In such an event, for a period of sixty (60) days after the Market Index Prices are discontinued from being published, the Parties shall negotiate in good faith to agree upon a published hourly replacement index. In the event the Parties are unable to agree on an hourly replacement index within such sixty (60) day period, the discontinued index will be replaced by a real-time hourly pricing index that reflects pricing for [REDACTED].

10.14 Corrections to Market Index Prices. For purposes of determining the relevant Market Index Prices for any Trading Day, if the price published or announced on a given Trading Day and used or to be used to determine a relevant price is subsequently corrected and the correction is published or announced by the person responsible for that publication or announcement within sixty (60) days of the date of delivery, such correction shall be applied to such Market Index Prices in the event either Party notifies the other Party of (i) the correction and (ii) the amount (if any) that is payable as a result of that correction.

10.15 Force Majeure. To the extent either Party is prevented by Force Majeure from timely carrying out, in whole or part, its obligations under this Agreement and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Buyers as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations to the extent and for the duration of the Force Majeure event (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). Such notice must include a description of the Force Majeure event and an estimate of the duration of the Force Majeure event, along with a plan to remediate the Force Majeure event. The Claiming Party shall provide the non-Claiming Party regular and frequent updates regarding any changes of status set forth in the initial notice. The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform any obligations to the Claiming Party directly corresponding to the obligations of the Claiming Party excused by Force Majeure. In the event of a Force Majeure, the Parties shall use commercially reasonable efforts to mutually agree to an equitable adjustment to the Specified Amount.

If a Force Majeure event prevents a Party from performing its material obligations under this Agreement for a period exceeding 365 consecutive days, then the Party not affected by the Force Majeure event, with respect to its obligations under this Agreement, may terminate this Agreement by giving 10 days' prior notice to the other Party. In the event the party affected by the Force Majeure event provides the Party not affected by the Force Majeure event a plan that is acceptable

to the Party not affected by the Force Majeure event (which acceptance shall not be unreasonably withheld) within 60 days after the beginning of the Force Majeure event, indicating that it will take the Party affected by the Force Majeure event longer than 365 days to mitigate the effects of the Force Majeure event, such 365 consecutive day period will be extended to accommodate the time period required to mitigate the effects of the Force Majeure event up to a total of 18 months after the beginning of the Force Majeure event. Upon such termination, neither Party will have any liability to the other with respect to periods following the effective date of such termination and as otherwise expressly provided in this Agreement; provided, however, that this Agreement will remain in effect to the extent necessary to facilitate the settlement of all liabilities and obligations arising under this Agreement before the effective date of such termination.

10.16 Binding Rates and Terms.

- (a) Absent the agreement of the Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any waiver in subsection (b) below is unenforceable or ineffective as to such Party), a non-party or FERC acting *sua sponte*, shall solely be the “public interest” application of the “just and reasonable” standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) and clarified by Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish 554 U.S. 527 (2008) (the “Mobile-Sierra” doctrine).
- (b) In addition, and notwithstanding the foregoing subsection (a), to the fullest extent permitted by Applicable Law, each Party, for itself and its successors and assigns, hereby expressly and irrevocably waives any rights it can or may have, now or in the future, whether under §§ 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any section of this Agreement specifying the rate, charge, classification, or other term or condition agreed to by the Parties, it being the express intent of the Parties that, to the fullest extent permitted by Applicable Law, neither Party shall unilaterally seek to obtain from FERC any relief changing the rate, charge, classification, or other term or condition of this Agreement, notwithstanding any subsequent changes in Applicable Law or market conditions that may occur. In the event it were to be determined that Applicable Law precludes the Parties from waiving their rights to seek changes from FERC to their market-based power sales contracts (including entering into covenants not to do so) then this subsection (b) shall not apply, provided that, consistent with the foregoing subsection (a), neither Party shall seek any such changes except solely under the “public interest” application of the “just and reasonable” standard of review and otherwise as set forth in the foregoing section (a).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

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Portland General Electric Company

By: _____

Name: _____

Title: _____

City of Portland

By: _____

Name: _____

Title: _____

Fixed Prices

[illegible]

Exhibit B

Project Dispatch Model

[City is building and will provide prior to execution]

Exhibit C
***** Project Operating Parameters*****

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Exhibit D

Specified Amount & Planned Availability

(to be updated annually on September 1)

Portland Hydroelectric Project													
Net Monthly Power Generation (MWH) By Calendar Year													
Power Delivered to PGE at Dunn's Corner Substation													
Nomination for Contract Year: 2018													
Calendar Year	Month												
	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
1984	4,190	8,966	15,390	8,505	11,511	9,343	2,106	955	564	4,961	15,788	11,548	94,957
1985	2,955	5,713	7,138	14,357	5,114	6,430	1,734	1,171	2,964	5,146	11,212	5,217	69,151
1986	13,412	12,738	8,592	6,999	7,624	1,397	1,339	1,362	391	706	13,564	5,622	73,716
1987	9,179	9,668	12,606	7,255	2,417	2,993	1,334	1,567	255	(73)	(110)	8,286	54,477
1988	8,227	8,942	11,440	12,646	7,953	5,078	2,745	2,019	1,529	448	12,479	10,548	83,852
1989	15,586	7,704	16,245	13,802	6,542	2,859	2,579	1,833	1,984	869	10,226	9,152	89,381
1990	10,770	12,253	12,477	12,957	7,541	8,746	3,214	2,434	1,286	5,398	16,130	11,245	104,451
1991	11,338	13,848	8,162	12,887	9,898	4,631	3,160	2,518	1,435	229	9,687	13,474	91,267
1992	8,743	8,979	2,795	7,320	3,108	2,476	1,447	991	344	741	11,849	11,454	60,217
1993	6,305	3,866	15,655	16,116	10,736	7,060	3,756	2,272	2,310	1,099	600	8,689	78,484
1994	13,789	6,218	11,320	9,814	2,586	5,853	3,393	1,590	616	1,851	13,151	15,544	85,725
1995	12,848	12,793	8,296	8,368	7,069	3,586	2,472	2,436	1,591	8,122	16,833	14,106	98,520
1996	16,746	12,653	8,314	13,684	9,731	2,647	3,226	2,658	545	4,468	15,425	19,329	109,426
1997	15,474	11,678	17,444	14,058	7,094	3,666	4,204	2,815	1,541	9,256	9,748	9,066	106,044
1998	15,880	9,321	10,122	5,266	10,099	3,789	2,729	2,696	1,010	438	10,084	18,027	89,661
1999	14,197	13,030	9,979	7,808	12,314	7,594	3,490	2,206	2,018	570	5,580	14,734	93,520
2000	11,030	12,698	10,499	9,828	10,559	5,029	1,836	2,061	688	594	4,913	10,084	77,791
2001	5,067	5,782	7,923	8,946	8,567	4,655	2,508	2,433	1,165	401	10,074	15,687	73,498
2002	13,707	9,625	11,022	13,752	9,786	7,454	2,830	2,179	(29)	(54)	358	4,367	74,927
2003	14,571	10,469	18,044	11,302	5,720	2,733	2,642	899	386	1,095	3,882	15,181	86,944
2004	13,082	10,460	10,830	6,116	8,049	6,866	2,049	2,045	2,432	3,390	6,618	9,731	81,668
2005	6,848	3,554	5,611	10,811	7,937	4,526	2,220	2,515	577	1,453	11,007	9,818	66,877
2006	19,014	9,036	7,251	9,960	5,825	5,274	2,803	1,876	470	(4)	15,030	11,226	87,780
2007	10,948	9,756	13,609	7,941	3,435	2,322	2,246	1,433	380	2,889	6,766	13,061	74,806
2008	10,122	8,516	13,035	9,355	19,818	15,907	4,928	3,163	2,046	2,815	7,610	5,705	103,020
2009	14,088	5,440	11,370	14,314	15,417	3,958	3,064	1,897	760	1,020	10,862	9,094	91,084
2010	12,492	6,854	8,374	10,149	11,981	12,507	2,285	1,226	1,096	3,328	13,854	14,679	88,827
2011	13,082	7,280	10,133	16,236	12,660	7,490	2,610	1,627	2,241	2,708	11,281	6,570	93,868
2012	14,636	11,509	14,812	15,766	10,729	8,699	2,693	1,485	948	2,600	7,615	7,460	98,922
2013	6,299	5,037	6,757	8,258	5,099	2,464	1,234	1,425	1,376	4,101	6,259	10,158	58,467
2014	10,097	11,498	16,796	10,722	8,103	4,009	2,958	1,738	227	1,081	11,817	13,757	92,773
2015	11,615	8,209	7,485	7,843	3,308	2,210	1,432	(62)	(61)	540	8,306	14,829	65,654
2016	14,526	14,765	14,384	5,768	3,361	2,318	2,620	710	365	8,191	9,744	12,732	89,484
1967-2016													
Average/Month	12,610	9,380	11,590	10,636	8,248	5,284	2,699	1,896	1,051	2,319	9,249	11,527	85,380
Expected Outage	0	0	2,737	0	0	0	486	0	0	0	0	0	3,223
Percentage LT Mean Nominated	80%	80%	85%	80%	80%	80%	80%	80%	80%	80%	80%	80%	NA
Monthly Nomination Without Outages	9,608	7,504	9,427	8,508	6,598	4,227	2,151	1,517	841	1,865	7,399	9,222	
Nomination with Outages	9,608	7,504	6,690	8,508	6,598	4,227	1,696	1,517	841	1,865	7,399	9,222	
Days in Month	31	28	31	30	31	30	31	31	30	31	30	31	
Daily Nomination Schedule													
	1	2	3	4	5	6	7	8	9	10	11	12	
1	309.9	268.0	304.1	283.6	212.9	140.9	69.4	48.9	28.0	59.8	246.6	297.5	
2	309.9	268.0	304.1	283.6	212.9	140.9	69.4	48.9	28.0	59.8	246.6	297.5	
3	309.9	268.0	304.1	283.6	212.9	140.9	69.4	48.9	28.0	59.8	246.6	297.5	
4	309.9	268.0	304.1	283.6	212.9	140.9	69.4	48.9	28.0	59.8	246.6	297.5	
5	309.9	268.0	304.1	283.6	212.9	140.9	69.4	48.9	28.0	59.8	246.6	297.5	
6	309.9	268.0	304.1	283.6	212.9	140.9	69.4	48.9	28.0	59.8	246.6	297.5	
7	309.9	268.0	304.1	283.6	212.9	140.9	69.4	48.9	28.0	59.8	246.6	297.5	
8	309.9	268.0	304.1	283.6	212.9	140.9	69.4	48.9	28.0	59.8	246.6	297.5	
9	309.9	268.0	304.1	283.6	212.9	140.9	0.0	48.9	28.0	59.8	246.6	297.5	
10	309.9	268.0	304.1	283.6	212.9	140.9	0.0	48.9	28.0	59.8	246.6	297.5	
11	309.9	268.0	304.1	283.6	212.9	140.9	0.0	48.9	28.0	59.8	246.6	297.5	
12	309.9	268.0	304.1	283.6	212.9	140.9	0.0	48.9	28.0	59.8	246.6	297.5	
13	309.9	268.0	304.1	283.6	212.9	140.9	0.0	48.9	28.0	59.8	246.6	297.5	
14	309.9	268.0	304.1	283.6	212.9	140.9	0.0	48.9	28.0	59.8	246.6	297.5	
15	309.9	268.0	304.1	283.6	212.9	140.9	0.0	48.9	28.0	59.8	246.6	297.5	
16	309.9	268.0	304.1	283.6	212.9	140.9	69.4	48.9	28.0	59.8	246.6	297.5	
17	309.9	268.0	0.0	283.6	212.9	140.9	69.4	48.9	28.0	59.8	246.6	297.5	
18	309.9	268.0	0.0	283.6	212.9	140.9	69.4	48.9	28.0	59.8	246.6	297.5	
19	309.9	268.0	0.0	283.6	212.9	140.9	69.4	48.9	28.0	59.8	246.6	297.5	

20	309.9	268.0	0.0	283.6	212.9	140.9	69.4	48.9	28.0	59.8	246.6	297.5		
21	309.9	268.0	0.0	283.6	212.9	140.9	69.4	48.9	28.0	59.8	246.6	297.5		
22	309.9	268.0	0.0	283.6	212.9	140.9	69.4	48.9	28.0	59.8	246.6	297.5		
23	309.9	268.0	0.0	283.6	212.9	140.9	69.4	48.9	28.0	59.8	246.6	297.5		
24	309.9	268.0	0.0	283.6	212.9	140.9	69.4	48.9	28.0	59.8	246.6	297.5		
25	309.9	268.0	0.0	283.6	212.9	140.9	69.4	48.9	28.0	59.8	246.6	297.5		
26	309.9	268.0	304.1	283.6	212.9	140.9	69.4	48.9	28.0	59.8	246.6	297.5		
27	309.9	268.0	304.1	283.6	212.9	140.9	69.4	48.9	28.0	59.8	246.6	297.5		
28	309.9	268.0	304.1	283.6	212.9	140.9	69.4	48.9	28.0	59.8	246.6	297.5		
29	309.9	268.0	304.1	283.6	212.9	140.9	69.4	48.9	28.0	59.8	246.6	297.5		
30	309.9		304.1	283.6	212.9	140.9	69.4	48.9	28.0	59.8	246.6	297.5		
31	309.9		304.1		212.9		69.4	48.9		59.8		297.5		
Daily Outage Schedule (% of total project Offline)														
	1	2	3	4	5	6	7	8	9	10	11	12		
1	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
2	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
3	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
4	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
5	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
6	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
7	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
8	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
9	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	0%		
10	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	0%		
11	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	0%		
12	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	0%		
13	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	0%		
14	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	0%		
15	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	0%		
16	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
17	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
18	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
19	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
20	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
21	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
22	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
23	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
24	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
25	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
26	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
27	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
28	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
29	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
30	0%		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
31	0%		0%		0%		0%			0%				

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Exhibit E
Financial Settlement Spreadsheet
(to be provided)

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Exhibit F
Generation Priority Values
(to be updated prior to September 1, 2017)

Hour Ending	Priority
HE01	
HE02	
HE03	
HE04	
HE05	
HE06	
HE07	
HE08	
HE09	
HE10	
HE11	
HE12	
HE13	
HE14	
HE15	
HE16	
HE17	
HE18	
HE19	
HE20	
HE21	
HE22	
HE23	
HE24	

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Exhibit G

Notification Contact Information

	City (Seller)	PGE (Buyer)
Emergency Contact:		
Invoices/Payments:		
Contract Administrator:		
For Contractual Issues and Disputes, copy:		

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Any commercial ideas, communications, terms or pricing contained in this document is for illustrative and indicative purposes only. This draft is not intended to constitute or be construed as a legally binding offer or acceptance. Any potential transaction presumes execution of a definitive contract acceptable to the management of Portland General Electric.